



Triangle Rock Club/Adventure Capitalists, Inc.  
ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER  
OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT

102 Pheasant Wood Court • Morrisville, NC 27560  
919.463.7625 • TriangleRockClub.com

MINOR  
RELEASE  
FORM

Participant's Full Name (Print) \_\_\_\_\_ ("MINOR CHILD") Date of Birth \_\_\_\_\_

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Participant's Full Name (Print) \_\_\_\_\_ ("MINOR CHILD") Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How did you hear about us? \_\_\_\_\_

Email address \_\_\_\_\_

\*All Fields Are Required

In consideration of Triangle Rock Club/Adventure Capitalists, Inc. ("TRC") giving Minor Child the opportunity to participate in climbing activities, including, but not limited to climbing, bouldering, belaying, lowering on ropes and rescue systems at TRC, the right to engage in technical rock climbing, rock wall climbing, rock climbing classes, rappelling, other activities related in any way to rock climbing or "rock gym" activities, which Minor Child participates in or any other activity or service provided to Minor Child by TRC ("Climbing Activities"), I, for Minor Child, their personal representatives, assigns, heirs and next of kin, state and agree to the following:

### ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

I acknowledge, agree and represent that I understand the dangerous nature of Climbing Activities and that Minor Child is qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that Climbing Activities entail both known, unknown and unanticipated risks, seen and unseen, which could result in physical or emotional injury, paralysis, death, or damage to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

On behalf of Minor Child and myself I agree to assume all risk and bear full responsibility for any injury or damage Minor Child may suffer while participating in Climbing Activities, including, but not limited to, any negligence on the part of TRC. I affirm that Minor Child has no physical or mental limitations which would preclude his/her/their safe use of the climbing walls, climbing equipment, or exercise equipment, or being in the landing zones ("Walls") and/or I assume all risks that may be created by such limitations. I affirm that I am legally competent to understand and enter into this Agreement for myself and Minor Child. I, the undersigned, recognize the dangers inherent with Climbing Activities. The risks outlined in this document are not exhaustive and I acknowledge that there may be other risks, hazards, and dangers that, based on the circumstances, are integral to Climbing Activities.

### RELEASE, INDEMNIFICATION AND PROMISE NOT TO SUE

I hereby RELEASE, COVENANT not to sue AND DISCHARGE (personally and on behalf of Minor Child) TRC, its owners, shareholders, investors, agents, employees, attorneys, legal representatives, successors and assigns, and its directors, officers, contractors, representatives, divisions, subsidiaries, affiliates, other participants in the Climbing Activities, and all persons and entities acting by, through, under, or in concert with them ("Releasees") from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of any of the Releasees or otherwise, and I further agree that if I, Minor Child, or anyone on my behalf or on behalf of Minor Child, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as a result of such claim. This release is binding on my and Minor Child's heirs, assigns and agents. In the event that I file or Minor Child files a lawsuit against TRC, I agree (personally and on behalf of Minor Child) to do so solely in the state court located in Wake County, North Carolina.

Printed Name of Parent or Guardian \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

Today's Date \_\_\_\_\_

Telephone Number of Parent or Guardian: Work \_\_\_\_\_ Cellular \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ Relationship to climber \_\_\_\_\_

Staff Use Only: Email: ☐ yes ☐ no

### FACILITY RULES AND AGREEMENTS

I certify that Minor Child will comply with ALL TRC rules, both written and as stated to Minor Child by TRC during Minor Child's participation in Climbing Activities. I certify that Minor Child will obey the TRC staff in regards to those rules as they affect Minor Child's safety, other participants and observers, the property of TRC, and all resources used in conjunction with Climbing Activities. I understand that use of the Walls and/or any instruction Minor Child receives at TRC is not sufficient to prepare Minor Child for the risks and hazards of indoor or outdoor climbing. Furthermore, I understand that the teaching of rock wall and rock climbing safety procedures is not allowed in the facility except by TRC staff. I understand that TRC reserves the right to refuse or terminate service for any non-discriminatory reason at any time.

I am aware of the safety policy recommending the use of a protective helmet which could prevent permanent brain damage or other injury in the event of an accident. I am also aware it is the responsibility of Minor Child to provide and use a protective helmet according to the manufacturer's specifications while participating in Climbing Activities.

I have read this Agreement, understand its terms, understand that I have given up substantial rights on behalf of myself and Minor Child by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also agree that if any portion of this Agreement is held to be invalid, illegal, or unenforceable, that portion of this Agreement shall be deemed separate, distinct and independent, and shall be ineffective to the extent it (i) invalidates the remaining provisions of this Agreement under applicable law or (ii) affects the legality, validity or enforceability of this Agreement.

I certify that I am at least 18 years of age and that no other representations have been made to me that change, alter, or modify anything within this Agreement. I give Minor Child permission to participate in Climbing Activities. In addition, because Minor Child is under age 18, I certify that I am the parent or legal guardian of Minor Child and I agree to each of the above terms on Minor Child's behalf, and I understand that Minor Child must sign his/her own waiver upon turning age 18. Additionally, I give TRC permission to use in any of its marketing materials any picture in which the likeness of minor child appears unless I notify TRC in writing otherwise.